



**MICHAEL A. CARDOZO**  
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**THE CITY OF NEW YORK**  
**LAW DEPARTMENT**  
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January 6, 2010

**BY ECF**

Honorable John Gleeson  
United States District Judge  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: Michael Entenberg v. City of New York, et al., 09 CV 1467 (JG)(JO)

Your Honor:

I am an Assistant Corporation Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, attorney for the defendants in the above-referenced matter. Attached please find a duly executed Stipulation and Order of Settlement and Dismissal for Your Honor's endorsement and filing.

Thank you for your consideration herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Qiana Smith-Williams".

Qiana Smith-Williams (QS 2172)  
Assistant Corporation Counsel

cc: Wadeedah Sheeheed, Esq. (By ECF)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
MICHAEL ENTENBERG,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE  
COMMISSIONER RAYMOND KELLY, CAPTAIN  
MILTADIS MARMARA, DETECTIVE JASON B.  
LEVY SHIELD #6945, DETECTIVE WILMAR  
MEJIA SHIELD #3154 AND APPROX. FIVE POLICE  
OFFICERS JOHN DOE #1-5 OF THE 69<sup>TH</sup>  
PRECINCT,

Defendants.  
-----X

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISMISSAL**

09 CV 1467 (JG)(JO)

**WHEREAS**, plaintiff commenced this action on or about April 9, 2009, by filing a complaint alleging, *inter alia*, violations of his state law rights and civil rights pursuant to 42 USC § 1983; and

**WHEREAS**, plaintiff filed an amended complaint in this action on or about October 15, 2009;

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without defendants admitting any fault or liability; and

**WHEREAS**, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. Defendant City of New York hereby agrees to pay to **MICHAEL ENTENBERG** the sum of **FIFTY THOUSAND DOLLARS (\$50,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendants City of New York, Raymond Kelly, Miltiadis Marmara, Jason Levy, and Wilmar Mejia, and to release all defendants and all present and former employees or agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.
3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens.
4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and

settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.


6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
December 23, 2009

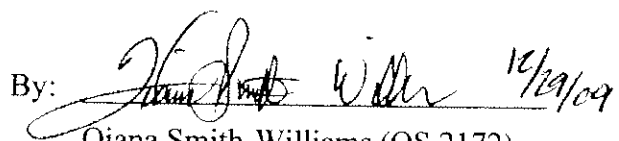
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(212) 788-1580

By:

  
Wadeedah Sheeheed, Esq.

By:

 12/29/09  
Qiana Smith-Williams (QS 2172)  
Assistant Corporation Counsel

SO ORDERED:

\_\_\_\_\_  
HONORABLE JOHN GLEESON  
U.S.D.J.